



FINANCE COMMITTEE AGENDA
Room 700, Law and Justice Center

Monday, June 2, 2003

4:00 P.M.

1. Roll Call
2. Approval of Minutes – May 6, 2003
3. Departmental Matters:
 - A. Don Lee, Nursing Home Administrator
 - 1) Items to be presented for Action:
 - a) Request Approval of an Intergovernmental Agreement between Illinois Department of Public Aid and McLean County Nursing Home to Authorize the Alternate Reimbursement Methodology 1-21
 - 2) Items to be presented for Information: 22-24
 - a) Monthly Report
 - b) General Report
 - c) Other
 - B. Robert Kahman, Supervisor of Assessments
 - 1) Items to be presented for Information: 25-29
 - a) Assessment Status Report
 - b) General Report
 - c) Other

- C. Becky McNeil, County Treasurer
- 1) Items to be presented for Information:
(Note: Because of collection and distribution of the first installment of property taxes, Treasurer's reports will be provided at Stand-Up meeting)
 - a) Accept and place on file the County Treasurer's Report as of May 30, 2003
 - b) Accept and place on file the County Treasurer's Investment Report as of May 30, 2003
 - c) General Report
 - d) Other
- D. Peggy Ann Milton, County Clerk
- 1) Items to be presented for Action:
 - a) Request Approval of Normal Precinct Boundaries 30-35
 - 2) Items to be presented for Information:
 - a) Update regarding HAVA 2002
 - b) General Report
 - c) Other
- E. Bob Keller, Health Department
- 1) Items to be presented for Action:
 - a) Request Approval of the Resolution Amending the 2003 Combined Appropriation and Budget Amendment Grant Fund 0107 – West Nile Virus Testing 36-38
 - b) Request Approval of the Resolution Amending the 2003 Full-Time Equivalent Grant Fund 0103 – WIC 39-40
 - c) Request Approval of the Resolution Amending the Budget Amendment Grant Fund 0103 – WIC 41
 - 2) Items to be presented for Information:
 - a) General Report
 - b) Other
- F. William Yoder, State's Attorney
- 1) Items to be presented for Action:
 - a) Request Approval of the Resolution Amending the Funded Full-Time Equivalent Positions for 2003 – Legal Assistant II 42
 - 2) Items to be presented for Information:
 - a) General Report
 - b) Other

- G. Tony Cannon, MetCom
- 1) Items to be presented for Action:
 - a) Request Approval of the Resolution Amending the Funded Full-Time Equivalent Positions for 2003 – Telecommunicator 43
 - 2) Items to be presented for Information:
 - a) General Report
 - b) Other
- H. Paul Kinsella, Veterans' Assistance Commission
- 1) Items to be presented for Information:
 - a) Veterans' Assistance for April 2003 was over \$6,000.00 There is a possibility that more funding will be needed in the fourth quarter of 2003
- I. Jack Mitchell, County Highway Department
- 1) Items to be presented for Action:
 - a) EXECUTIVE SESSION: Personnel Matter
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
- J. John M. Zeunik, County Administrator
- 1) Items to be presented for Action:
 - a) Request Approval of an Ordinance for Prevailing Rate of Public Works Wages for McLean County 44-53
 - b) Request Approval of proposed Lease Agreement with Public Building Commission Of McLean County for repair of Exterior Dryvit – 200 West Front Street Building 54-62
 - 2) Items to be presented for Information:
 - a) EXECUTIVE SESSION: Collective Bargaining
 - b) General Report
 - c) Other

4. Recommend payment of bills and transfers, if any, to County Board
5. Adjournment



Illinois Department of Public Aid

201 South Grand Avenue East
Springfield, Illinois 62763-0001

Rod R. Blagojevich, Governor
Barry S. Maram, Director

Telephone: (217) 782-1200
TTY: (800) 526-5812

May 14, 2003

McLean County Nursing Home
901 N Main
Normal, Illinois 61761

Dear Sir:

Enclosed is the final version of the intergovernmental transfer agreement for county owned or operated nursing facility reimbursement. We have reviewed numerous comments from county officers, legal staff, and the nursing facilities themselves. All comments were reviewed by a draft agreement committee convened for that purpose. The Department received many excellent suggestions and most of those suggestions have been incorporated into the enclosed agreement. We were not able to incorporate all of the suggestions because some were conflicting and some were contrary to public policy. We thank you for your comments and your patience.

This has been a long process and we would like to have the agreements executed as soon as possible, before the end of this fiscal year. In order to be eligible to enter into this agreement, you must sign and return each of the four enclosed originals no later than June 30, 2003. The information on the procedures for transacting the electronic fund transfers will be provided in a separate mailing.

Please return signed agreements to:

John F. Kauffman
Illinois Department of Public Aid
Medical Division
201 South Grand East, 2nd floor
Springfield Illinois, 62763

Sincerely,

F. N. Kopel, Chief

Bureau of Program and Reimbursement Analysis

Enclosures

cc: File

John F. Kauffman

STATE OF ILLINOIS

**County Nursing Facility Alternate Reimbursement
Intergovernmental Agreement**

between the
Illinois Department of Public Aid
and
McLean County

The State of Illinois, acting by and through the Illinois Department of Public Aid, (hereinafter referred to as "Department"), 201 South Grand Avenue East, Springfield, Illinois 62763-0001, and McLean County Nursing, McLean County, located at 901 N. Main, Normal, IL 61761, (hereinafter referred to as "County"), hereby enter into the following Agreement ("Agreement"), effective October 1, 2002.

Whereas, the Department is authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/3 and 220/5, to enter into agreements with other public agencies to perform any governmental service, activity, or undertaking; and

Whereas, Section 12-4.7 of Article XII of the Public Aid Code authorizes the Department to make use of, aid, and cooperate with local government entities which includes entering into agreements to make intergovernmental transfer payments to the Department; and

Whereas, the Department requires an intergovernmental agreement with the County in order for the county owned or operated nursing facilities to be eligible for the alternate reimbursement methodology as set forth in the Department administrative rules;

Now Therefore, in consideration of the foregoing and the mutual promises and covenants contained herein, the parties agree as follows:

Article I. Alternate Reimbursement Methodology

- 1.1 Effective for services provided on or after October 1, 2002, nursing facilities owned or operated by the County shall be reimbursed under the alternate reimbursement methodology for certain nursing facilities as specified in the Department administrative rules 140.530(e) and 140.860 (89 Il. Adm. Code 140.530(e), and 140.860), the provider agreement with the facility, and this Agreement.

Article 2. Department Responsibilities.

- 2.1. The Department shall reimburse the nursing facility owned or operated by the County in accordance with the provisions of the applicable Department rules in the Illinois Administrative Code, the provider agreement with the facility, and this Agreement.
- 2.2. In conjunction with each payment to which this Agreement applies, the Department shall provide to the County a notification specifying the amount of the financial transfer that must be made to the Department in order to be in compliance with this Agreement. The amount of the financial transfer from the County to the Department is 90 percent of the difference between the amount paid to the nursing facility under the alternate reimbursement methodology and the amount that would have been paid to the nursing facility by the Department absent this Agreement.

Article 3. County Responsibilities.

- 3.1. The County shall insure that the nursing facility maintains certification in the Illinois Medicaid program and is in compliance with all applicable State and federal requirements.
- 3.2. Effective with payments from the Department for services provided on or after October 1, 2002, the County shall make a financial transfer to the Department, in the amount specified by the Department in its notification to the County. The financial transfer, via electronic funds transfer, shall be made within three (3) business days, as defined herein, after receipt of the notification and shall be deposited into the Long-Term Care Provider Fund.
- 3.3. The County warrants that the person executing this Agreement on behalf of the County is duly authorized to execute the Agreement and bind the County to all terms and conditions hereunder.

Article 4. Term and Scope of Agreement.

- 4.1. Term of Agreement. The effective date of this Agreement shall be October 1, 2002, and shall continue in full force and effect for a period of time that equals the term of office of the administering County official that first executes the agreement. Thereafter, this Agreement shall automatically renew for an additional period of time that equals the term of office of each successor administering County official, unless the Agreement is terminated in accordance with one of the terms of article VI.
- 4.2. Entirety of Agreement. The terms and conditions of this Agreement along with the applicable Department administrative rules and any other documents expressly incorporated herein shall constitute the entire present Agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the

parties, and there exist no other Agreements or understandings, oral or otherwise between the parties, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

Article 5. Rules of Construction.

5.1. Applicable Rules of Construction. Unless the context otherwise requires or unless otherwise specified, the following rules of construction apply to this Agreement:

- A. Provisions apply to successive events and transactions;
- B. "Or" is not exclusive;
- C. References to statutes and rules include subsequent amendments and successors thereto;
- D. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
- E. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
- F. "Days" shall mean calendar days; "business day" shall mean a weekday (Monday through Friday), excepting State holidays, between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time;
- G. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa; and
- H. Words in the plural which should be singular by context shall be so read, and vice versa.

Article 6. Termination.

6.1. Availability of Funds. This Agreement is subject to the availability of Department appropriation or the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois or Federal funding sources fails to make an appropriation sufficient to pay such obligation. The Department shall give the County notice of such termination for

funding as soon as practicable after the Department becomes aware of the failure of funding. The County's obligation to perform shall cease upon notice by the Department of lack of appropriated funds.

- 6.2. Termination Without Cause. Notwithstanding any contrary provision in this Agreement, this Agreement may be terminated at the option of either party upon thirty (30) days' written notice to the other party.
- 6.3. Termination For Cause. In the event of a party's failure to comply with a term of this Agreement, the other party will notify the non-complying party of the breach. If such breach is not cured to the notifying party's satisfaction within thirty (30) days after such notice, the notifying party may proceed to termination by serving a notice of termination upon the non-complying party, which shall immediately terminate this Agreement.
- 6.4. Notice of Change in Circumstances. In the event either party becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on its ability to perform under this Agreement, it will notify the other party in writing as soon as practicable.
- 6.5. Nonwaiver. Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
- 6.6. Inability to Perform. Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation; provided, that either party, at its own option, may terminate the Agreement as provided herein.
- 6.7. Other Termination Rights.- This Agreement may be terminated immediately by either party in the event of the following:
 - A. Material misrepresentation or falsification of any information provided in the course of dealings between the parties.
 - B. Failure of the parties to negotiate an amendment necessary for statutory or regulatory compliance as provided in this Agreement.

Article 7. Agreement Management and Notices.

- 7.1. Agreement Management. The Department shall designate an Agreement Manager who will facilitate communication between the County and various administrative units within the Department. All communications from the County to the Department pertaining to

this Agreement are to be directed to the Agreement Manager at the address and telephone number set forth herein. Nothing in this section shall be construed to prevent the Department's counsel from contacting the County's counsel.

- 7.2. Notices. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (i) delivered in person, obtaining a signature indicating successful delivery; (ii) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (iii) sent by certified mail, obtaining a signature indicating successful delivery; or (iv) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below.

All telephonic communications between the parties shall be made to the telephone number(s) set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

To County: _____
_____, County Manager

Telephone _____

Telefacsimile _____

To Department: Illinois Department of Public Aid, BLTC
201 South Grand Ave.E, Spfld, IL 62763

Mr. Bill Dart _____, Agreement Manager

Telephone 217-782-0545

Telefacsimile 217-524-7114

Article 8. General Terms.

- 8.1. Agreement to Obey All Laws. The County shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of federal, state, county and local governmental agencies which in any manner affect the terms of this Agreement.

- 8.2. Amendments and Change Orders. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the other party unless approved in writing by an authorized representative of that party.
- 8.3. Amendments Necessary for Statutory or Regulatory Compliance. The County shall, upon request by the Department and receipt of a proposed amendment to this Agreement, negotiate in good faith with the Department to amend the Agreement if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations. If the parties are unable to agree upon an amendment within sixty (60) days, or such shorter time required by Federal or State law or regulation, either party may terminate this Agreement.
- 8.4. Assignment and Subcontracting. Assignment, subcontracting, sale, or transfer of all or part of the interests of the County in fulfilling the obligations created by this Agreement is prohibited without prior written consent of the Department.
- A. In the event the Department gives consent to the County to assign, subcontract or transfer all or part of the interests of the County in fulfilling the obligations created by this Agreement, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the County is hereby bound and obligated.
 - B. Any proposed assignee, subcontractor or transferee must meet the same requirements applicable to the County, including, but not limited to, certifications and disclosures contained in this Agreement.
 - C. After notice to the County, the Department may transfer this Agreement or payment responsibility to another State agency, or assign this Agreement to a third party for financing purposes.
- 8.5. Audits and Records.
- A. Right of Audit. This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by the Department, the Office of Inspector General for the Department, the Medicaid Fraud Control Unit of the Illinois State Police, the United States Department of Health and Human Services, the Illinois Auditor General and other State and Federal agencies with monitoring authority related to the subject matter of this Agreement ("Authorized Persons"), and the County agrees to cooperate fully with any such review or audit. Upon reasonable notice by any Authorized Person, the County shall provide, in Illinois, or any other location designated by the Authorized Person, during normal business

hours, full and complete access to the relevant portions of the County's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the County, the Department shall adjust future or final payments otherwise due to the County. If no payments are due and owing to the County, or if the overpayment(s) exceed the amount otherwise due to the County, the County shall immediately refund all amounts which may be due to the Department.

- B. **Retention of Records.** The County shall maintain all business, professional, and other records in accordance with applicable State law, 45 CFR Part 74, 45 CFR Part 160, and 45 CFR Part 164 subparts A and E, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The County shall maintain, during the pendency of the Agreement and for a minimum of six (6) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the six-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this Article shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

- 8.6. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any claim against the Department arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1) or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois. The State shall not enter into binding arbitration to resolve any Agreement dispute. The State of Illinois does not waive sovereign immunity by entering into this Agreement.

- 8.7. **Confidentiality.**

- A. **Proprietary Information.** Performance of the Agreement may require the County to have access to and use of documents and data which may be confidential or considered proprietary to the State or to a State vendor or provider, or which may otherwise be of such a nature that its dissemination or use, other than in performance of the Agreement, would be adverse to the interest of the State or others. Any documents or data obtained by the County from the Department in connection with carrying out the services under this Agreement shall be kept confidential and not provided to any third party unless disclosure is approved in writing by the Department. Each party shall protect the confidentiality of

information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such confidential information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.

- B. **Confidentiality of Program Recipient Identification.** The County shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by the County and the County's employees, by the County's corporate affiliates and their employees, and by the County's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26) and 42 CFR Part 431, Subpart F.
- 8.8. **Dispute Resolution.** In the event that the Department and the County have a dispute as to the meaning of a requirement solely included as a result of a Federal regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies and that interpretation, if received, will be adopted by the Department and the County.
- 8.9. **Disputes Between the County and Other Parties.** Any dispute between the County and any subcontractor, shall be solely between such subcontractor and the County, and the Department shall be held harmless by the County.
- 8.10. **Disputes Over Reimbursement.** The Department and the County may meet or confer informally regarding any dispute over reimbursement calculations or amounts. However, no formal arbitration or formal appeal procedure is available to resolve any such dispute.
- 8.11. **Fraud and Abuse.** The County shall report to the Department's Office of Inspector General (OIG) any suspected financial fraud and abuse in the Medical Assistance Program, or suspected misconduct of Department employees, as soon as the County learns of the suspected fraud and abuse or misconduct. The County shall not conduct any investigation of the suspected fraud and abuse or misconduct without first contacting the OIG. The County shall cooperate with the OIG in all investigations of suspected fraud and abuse or Department employee misconduct, and the OIG shall be the lead agency in any such investigation.

- 8.12. Gifts. For purposes of this Agreement, both parties agree to comply with the requirements of the State Gift Ban Act (5 ILCS 425/1 et seq.).
- 8.13. Media Relations and Public Information. Subject to any disclosure obligations of the County under applicable law, rule or regulation, news releases pertaining to the Medical Programs administered by the Department as they relate to this Agreement shall only be made with prior approval by, and in coordination with, the Department. The County shall not disseminate any publication, presentation, technical paper, or other information related to the policies and procedures of the Department in its administration of the Medical Programs unless the Department has previously approved such dissemination in writing.
- 8.14. Nondiscrimination. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department does not unlawfully discriminate in employment, Agreements, or any other activity. The County and the County's principals, employees and subcontractors shall abide by all applicable Federal and State laws, regulations and orders which prohibit unlawful discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, including but, not limited to, the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375. The County further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
- 8.15. Non-solicitation of Employees. The County shall give notice to the Department's Ethics Officer, or such other person as the Department may designate, if the County solicits or intends to solicit for employment any Department employee during any part of the term of this Agreement and for one (1) year after its termination or expiration. This notice shall be given in writing at the earliest possible time. The County shall not knowingly employ any person or persons employed by the Department at any time during the term of this Agreement for any work required by the terms of this Agreement.
- 8.16. Severability. In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement, and this Agreement shall be interpreted as far as possible to give effect to the parties' intent.
- 8.17. Sexual Harassment. The County shall have written sexual harassment policies which shall comply with the requirements of 775 ILCS 5/2-105.

- 8.18. Survival of Obligations. Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 8.19. Offset and Stop Pay The County shall not stop pay on any transfer to the State and the County shall not offset from the transfer any amounts owed by the Department.

Article 9. County Certifications.

By signing this Agreement, the County makes the following certifications and warranties. This Agreement may be terminated immediately or upon notice by the Department in its sole discretion upon the County's failure to maintain these certifications and warranties.

- 9.1. Bid Rigging, Bid Rotating and Inducement. The County is not barred from being awarded an Agreement or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. The County has not paid any money or other valuable thing to any person or entity to induce that person or entity not to bid on a State Agreement or to recompense that person or entity for not having bid on a State Agreement. The County will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anticompetitive practice among any bidders, offerors, grantees or employees of the State.
- 9.2. Bribery. The County is not barred from being awarded an Agreement or subcontract under Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/1-1 et seq.
- 9.3. Business Enterprise for Minorities, Females and Persons with Disabilities. The County is familiar with the provisions of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq., and has completed Attachment A.
- 9.4. Clean Air Act and Clean Water Act. The County is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.
- 9.5. Conflict of Interest. The County is not prohibited from Contracting with the Department on any of the bases provided in 30 ILCS 500/50-13. The County and the County's principals, employees and subcontractors neither have nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with performance under this Agreement, and the County shall not knowingly employ any person having such an interest in connection with the County's performance under the Agreement. The County shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the non-execution or termination of the Agreement.

- 9.6. Development Work. Neither the County, nor the County's principals, employees and subcontractors, nor any person with whom the County has, or is negotiating, an agreement for such person's future employment, has performed any work for which there was payment by the Department that directly relates to the development of this Agreement.
- 9.7. Drug Free Workplace. The County is in compliance with the requirements of 30 ILCS 580, and has completed Attachment B.
- 9.8. Federal Taxpayer Identification Number and Legal Status Disclosure. The County has completed Attachment C and certifies, under penalties of perjury, that the information contained thereon is correct.
- 9.9. Licenses and Certificates. The County, and the County's principals, employees, and subcontractors possess all certificates or licenses, including professional, necessary to perform the duties and obligations under this Agreement; any certificates or licenses are currently in good standing with the certifying or licensing entity or entities; any certificates or licenses will continue to be maintained in good standing.
- 9.10. Lobbying.
- A. The County certifies to the best of the County's knowledge and belief, that no Federally appropriated funds have been paid or will be paid by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal loan or grant, or the entering into of any cooperative Agreement, or the extension, continuation, renewal, amendment, or modification of any Federal Agreement, grant, loan or cooperative Agreement.
 - B. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan or cooperative Agreement, the County shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at the County's request from the Department's Bureau of Fiscal Operations.
 - C. The County shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly.

- D. This certification is a material representation of fact upon which reliance was placed when this Agreement was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 9.11. New Hire Reporting and Electronic Funds Transfer of Child Support Payments. The County shall comply with the requirements of 820 ILCS 405/1801.1 and 750 ILCS 28/35.
- 9.12. Nonparticipation in International Boycott. Neither the County nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- 9.13. Nonpayment of Dues or Fees. The County neither pays dues or fees on behalf of the County's employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates and, therefore, the County is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 et seq.
- 9.14. Nonsolicitation of Agreement. The County has not employed or retained any company or person, other than a bona fide employee working solely for the County, to solicit or secure this Agreement, and has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the County, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due the County such commission, percentage, brokerage fee, gift or contingent fee.
- 9.15. Prevailing Wages. The County shall comply with the Davis-Bacon Act, 40 USC 276a, and the Illinois Prevailing Wage Act, 820 ILCS 130/0.01, et seq., as applicable.
- 9.16. Revolving Door. The County is not in violation of section 50-30 of the Illinois Procurement Code, 30 ILCS 500/50-30.
- 9.17. Year 2000 Compliance. The County warrants that services shall be conducted to ensure Year 2000 compliance. Any equipment, hardware, software, or firmware and any system of same provided, used, delivered or developed under this Agreement, including any modifications, enhancements, updates and fixes provided or recommended by the

County, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the documentation provided to the County.

In Witness Whereof, the Department and the County have caused this Agreement to be executed on the dates shown below by representatives authorized to bind the respective parties.

County

Illinois Department of Public Aid

By: _____

By: _____

Title: _____

Title: Director

Date: _____

Date: _____

ATTEST:

Peggy Ann Milton, Clerk of the
McLean County Board, County of
McLean

Attachment A
BEP CONTRACTING GOAL

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (30 ILCS 575/1) establishes a goal that not less than 12% of the total dollar amount of State Agreements be awarded to businesses owned and controlled by persons who are minority, female or who have disabilities (the percentages are 5%/5%/2% respectively) and have been certified as such ("BEPs"). This goal can be met by Agreements let directly to such businesses by the State, or indirectly by the State's Contractor ordering goods or services from BEPs when suppliers or subcontractors are needed to fulfill the Agreement. Call the Business Enterprise Program at 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired) for a list of certified businesses appropriate for the particular Agreement.

1. If you are a BEP, please identify which agency certified the business and in what capacity by checking the applicable blanks:

Certifying Agency:

☐ Department of Central Management Services
☐ Women's Business Development Center
☐ Chicago Minority Business Development Council
☐ Illinois Department of Transportation
☐ Other (identify) _____

Capacity:

☐ Minority
☐ Female
☐ Disadvantaged
☐ Person with Disability

2. If the "Capacity" blank is not checked, do you have a written policy or goal regarding Contracting with BEPs? Yes _____ No _____

a. If "yes", please attach a copy.

b. If "no", will you make a commitment to contact BEPs and consider their proposals? Yes _____ No _____

3. Do you plan on ordering supplies or services in furtherance of this project from BEPs? Yes _____ No _____

a. If "yes", please identify what you plan to order, the estimated value as a percentage of your total proposal, and the names of the BEPs you plan to use.

This information is submitted on behalf of [County].

By: _____

Name/Title: _____

Date: _____

Attachment B

STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION

The County certifies that he/she/it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

CHECK THE BOX THAT APPLIES:

- ☐ This business or corporation does not have twenty-five (25) or more employees.
- ☐ This business or corporation has twenty-five (25) or more employees, and the County certifies and agrees that it will provide a drug free workplace by:
 - A) Publishing a statement:
 - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the County's or County's workplace.
 - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3) Notifying the employees that, as a condition of employment on such Agreement, the employee will:
 - a) abide by the terms of the statement; and
 - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - B) Establishing a drug free awareness program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the County's policy of maintaining a drug free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) the penalties that may be imposed upon an employee for drug violations.
 - C) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the Agreement or grant and to post the statement in a prominent place in the workplace.
 - D) Notifying the Contracting or granting agency within ten (10) days after receiving notice under part (B) or paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
 - E) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/5.

- F) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/1 et seq.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF [County]

Signature of Authorized Representative _____ Requisition/Agreement/GrantID Number _____

Printed Name and Title _____ Date: _____

Attachment B
STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION

The County certifies that he/she/it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

CHECK THE BOX THAT APPLIES:

- ☐ This business or corporation does not have twenty-five (25) or more employees.
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 - A) Publishing a statement:
 - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the County's or County's workplace.
 - 2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - 3) Notifying the employees that, as a condition of employment on such Agreement, the employee will:
 - a) abide by the terms of the statement; and
 - b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
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 - 1) the dangers of drug abuse in the workplace;
 - 2) the County's policy of maintaining a drug free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs; and
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- G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/1 et seq.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF [County]

Signature of Authorized Representative Requisition/Agreement/GrantID Number_____

Printed Name and Title_____ Date:_____

Attachment C

TAXPAYER IDENTIFICATION CERTIFICATION

A. County certifies that:

1. The number shown on this form is County's correct taxpayer identification number (or County is waiting for a number to be issued to County); and
2. County is not subject to backup withholding because:
 - (a) County is exempt from backup withholding, or
 - (b) County has not been notified by the Internal Revenue Service (IRS) that County is subject to backup withholding as a result of a failure to report all interest or dividends, or
 - (c) The IRS has notified County that County is no longer subject to backup withholding, and
3. County is a U.S. person (including a U.S. resident alien).

B. County's Name: _____

C. County's Taxpayer Identification Number: _____

Social Security Number (SSN): _____

or

Employer Identification Number (EIN): _____

(If County is an individual, enter County's name and SSN as it appears on County's Social Security Card. If County is completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

D. County's Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp) |
| <input type="checkbox"/> Corporation NOT providing or | <input type="checkbox"/> Other: |

billing medical or health care services

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS
AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF[County]

Signature of Authorized Representative _____

Printed Name and Title _____ Date _____

AN COUNTY NURSING HOME

EXPENDED EXPENDITURE

May 20, 2003

	2003 BUDGET	2003 MONTHLY ALLOC	APRIL, 2003 ACCURRED EXPENSE	YTD ALLOC	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET SPENT	PROJECTED EXPENSE 12/31/03	PROJECTED VARIANCE 12/31/03
RIES	3,038,047	249,702	252,000	998,810	1,016,240	2,021,807	17,430	33%	3,091,063	53,016
	141,573	11,636	11,743	46,545	46,634	94,939	89	33%	141,844	271
LIFE	324,233	9,882	26,649	106,597	106,597	217,636	0	33%	324,233	0
SEC	232,411	19,102	19,278	76,409	76,555	155,855	146	33%	232,855	445
IAB	25,000	2,055	2,055	8,219	8,219	16,781	0	33%	25,000	0
BACK	0	0	0	0	0	0	0	#DIV/0!	0	0
ONNEL	3,761,264	292,378	311,725	1,236,580	1,254,245	2,507,019	17,665	33%	3,814,995	53,732
MODITIES	609,731	50,115	48,123	200,460	190,890	418,841	(9,570)	31%	580,623	(29,108)
RACTUAL	1,187,805	97,447	80,472	390,511	366,404	821,401	(24,107)	31%	1,114,478	(73,327)
AL	168,370	13,839	0	55,355	8,272	160,098	(47,083)	5%	25,161	(143,209)
ID TOTAL	5,727,170	453,778	440,320	1,882,905	1,819,810	3,907,359	(63,095)	32%	5,535,257	(191,913)

AN COUNTY NURSING HOME

REVENUE

May 20, 2003

	2003 BUDGET	2003 MONTHLY ALLOC	APRIL, 2003 ACCURRED REVENUE	YTD ALLOC	ADJUSTED YTD REVENUE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET	PROJECTED REVENUE 12/31/03	PROJECTED VARIANCE 12/31/03
CARE REVENUE	775,400	63,732	61,595	254,926	286,597	488,803	31,671	37%	871,733	96,333
REVENUE	2,454,698	201,756	190,553	807,024	750,959	1,703,739	(56,065)	31%	2,284,168	(170,530)
OLING REIMB	0	0	0	0	0	0	0	#DIV/0!	0	0
LAUNDRY	7,100	584	321	2,334	2,364	4,736	30	33%	7,191	91
FOOD	31,501	2,589	1,698	10,356	11,144	20,357	788	35%	33,897	2,396
S	500	41	58	164	206	294	42	41%	627	127
AY REVENUE	1,766,600	145,200	180,116	580,800	672,493	1,094,107	91,693	38%	2,045,500	278,900
ASS	7,300	600	52	2,400	732	6,568	(1,668)	10%	2,227	(5,073)
REST EARNED	60,000	4,932	2,468	19,726	10,777	49,223	(8,949)	18%	32,780	(27,220)
OF ASSETS	0	0	0	0	0	0	0	#DIV/0!	0	0
SFER IN	373,723	30,717	31,233	122,868	124,258	249,465	1,391	33%	377,953	4,230
PNONE REIMB	0	0	750	0	3,000	(3,000)	3,000	#DIV/0!	9,125	9,125
L ACC REVENUE	5,476,822	450,150	468,843	1,800,599	1,862,531	3,614,291	61,932	34%	5,665,200	188,378

L ACC REVENUE	5,476,822	450,150	468,843	1,800,599	1,862,531	3,614,291	61,932	34%	5,665,200	188,378
ACCURRED EXPENSE	(5,727,170)	(453,778)	(440,320)	(1,882,905)	(1,819,810)	(3,907,359)	63,095	32%	(5,535,257)	(191,913)
REV - (ACC EXP)	(250,348)	(3,629)	28,523	(82,306)	42,721	(293,069)	125,027		129,943	
US CAP EXP	0	13,839	0	55,355	8,272	160,098	(47,083)		25,161	
BALANCE	(250,348)	10,210	28,523	(26,952)	50,993	(132,971)	77,945		155,104	

DEAN COUNTY NURSING HOME

30 DAYS

2003

CENSUS

APRIL

DE	MON	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOT	AVG	
ARE		4	4	4	4	4	5	5	5	6	8	8	8	8	9	9	9	9	10	10	10	10	10	10	10	10	10	10	8	8	8	7	0	226	
L		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	0	60	
		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	0	61		
L		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
		1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	2	0	30		

ERT

ENT		4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	0	120	
LL		72	72	72	72	71	71	71	71	70	70	70	70	70	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	69	0	2103	
LL		5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	0	150		
		47	47	46	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	47	0	1409		
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L		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	0	60	
L		2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	3	0	61		
L		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		
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McLEAN COUNTY NURSING HOME

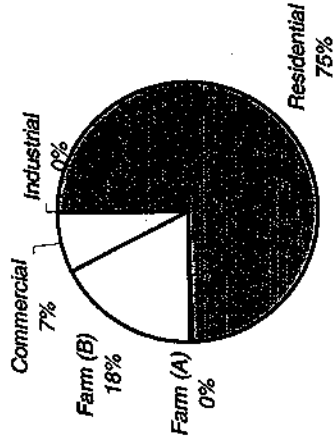
CENSUS Report - 2003

MONTH	AVG MEDICARE	AVG PVT PAY	AVG IDPA	AVG BED HOLD	AVG CENSUS	AVG VACANT
JANUARY	10.06	47.29	78.29	0.55	136.19	13.81
FEBRUARY	10.68	48.36	76.14	1.50	136.68	13.32
MARCH	7.13	50.29	76.42	1.65	135.49	14.51
APRIL	7.53	52.97	78.13	1.53	140.16	9.84
MAY						
JUNE						
JULY						
AUGUST						
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						

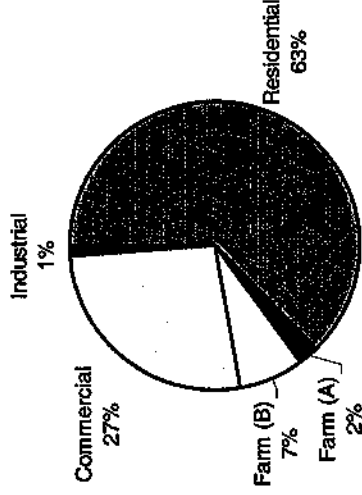
YTD AVERAGE	8.85	49.73	77.25	1.31	137.13	12.87
% OF CAPACITY	5.90%	33.15%	51.50%	0.87%	91.42%	8.58%

PROPERTY CLASS PERCENTAGE OF TOTAL BY PARCELS AND EAV

PARCEL DISTRIBUTION BY PROPERTY CLASS



PERCENTAGE OF EAV BY PROPERTY CLASS



PROPERTY CLASS	PARCELS	% OF TOTAL	EAV	% OF TOTAL
Residential	46,031	63%	1,743,138,794	74.4%
Farm (A)	163	2%	64,612,176	0.3%
Farm (B)	11,028	7%	195,269,685	17.8%
Commercial	4,626	27%	747,420,761	7.5%
Industrial	42	1%	27,161,332	0.1%
Total	61,890	100%	2,777,602,748	100.0%

10 Year History of McLean County Growth in EAV



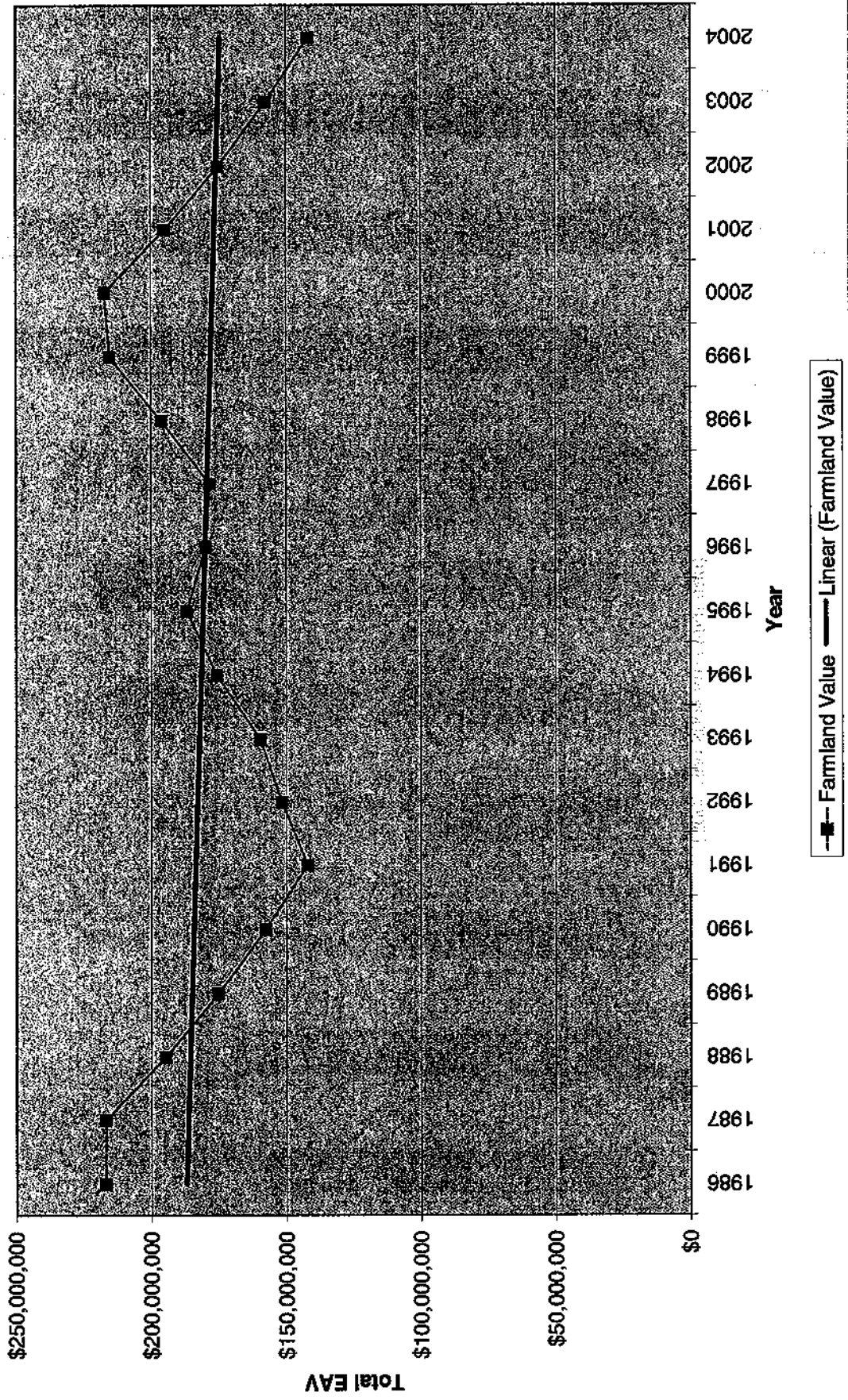
Robert T. Kahman
Supervisor of Assessments

EAV change Chart 5

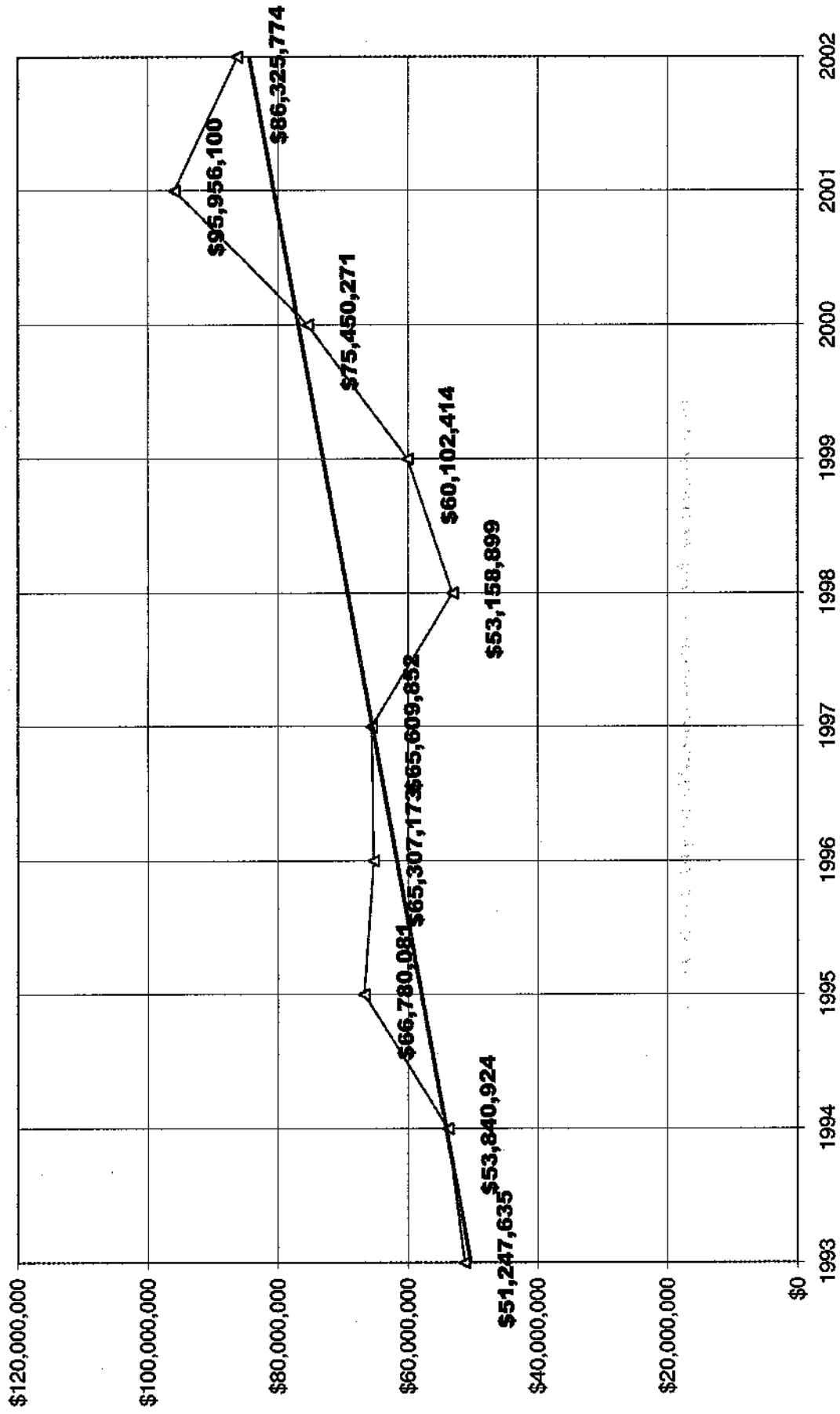
5/27/2003 8:57 AM

McLean County Cropland Total EAV History

McLean County Farmland EAV
(2003 and 2004 are estimated)



10 Year history of McLean County new construction



McLEAN COUNTY EAV PROJECTION WORKSHEET

(Quadrennial re-assessment years in bold)

YEAR	FINAL EAV	% CHANGE
2003		
2002	\$ 2,778,895,098	105.7%
2001	\$ 2,627,874,419	106.2%
2000	\$ 2,475,150,505	105.8%
1999	\$ 2,338,722,687	105.4%
1998	\$ 2,218,663,342	105.4%
1997	\$ 2,105,212,904	107.6%
1996	\$ 1,956,411,503	109.4%
1995	\$ 1,788,161,699	108.4%
1994	\$ 1,649,482,415	108.8%
1993	\$ 1,516,324,368	101.4%
1992	\$ 1,495,711,242	106.6%
1991	\$ 1,403,661,874	104.5%



**PEGGY ANN MILTON
COUNTY CLERK**

(309) 888-5190

Fax (309) 888-5932

Tax Extension (309) 888-5187

Voter's Registration (309) 888-5186

104 W. Front Room 704 Bloomington, IL 61701

E-mail: peggyann@mclean.gov Website: www.mclean.gov

DATE: May 27, 2003

TO: Chairman Sorensen
Honorable Members of the Finance Committee

FROM: Peggy Ann Milton

RE: Normal Precinct Boundaries

Enclosed please find the following for your approval:

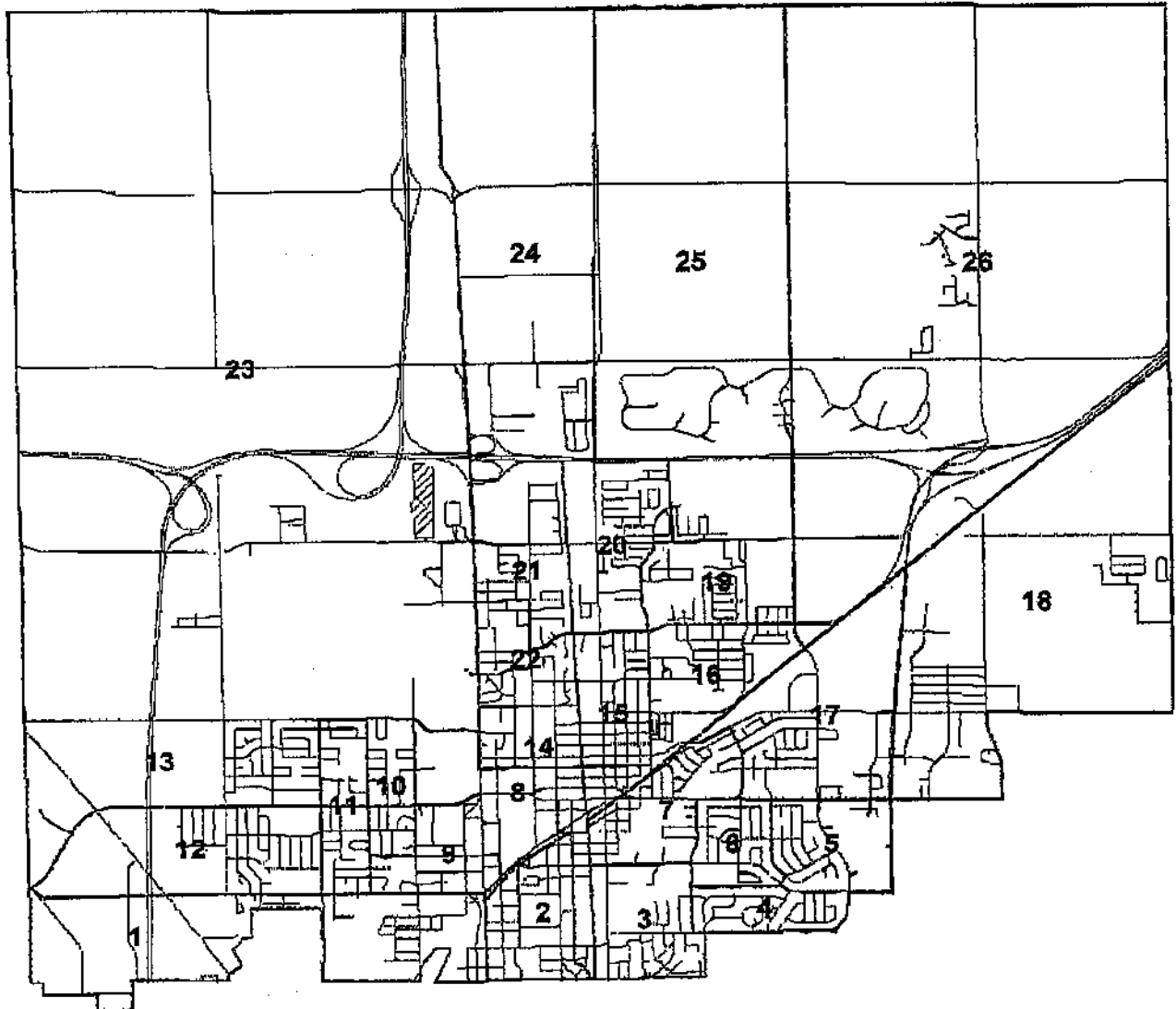
- Map of Normal Precincts with new boundaries
- Number of active voters per precinct
- Legal descriptions for each precinct

I respectfully request you approve the new Normal Precinct boundaries as presented. If you have any questions regarding these changes, Rich Farr and I will be available at the Finance Committee Meeting.

Thank you.

Enclosures

Normal Township Precinct Boundary McLean County, IL



Peggy Ann Milton
McLean County Clerk



County Clerk
104 W. Front St. Rm. 704
Bloomington, IL 61701
Phone (309) 536-6150
Fax (309) 536-6332
coul@mclean.gov



Created by Tom Deane, January
May 18, 2005



Legend
Shaded Boundary
City
21 Precinct of Normal Township

0 50 100 120
Feet

New Precincts with 10 Meter Buffer			
New Precinct Number	Sidwell Total	Not Plotted by Sidwell	Total
3001	620	88	708
3002	1,215	39	1,254
3003	819	13	832
3004	732	4	736
3005	686	0	686
3006	822	2	824
3007	1,060	16	1,076
3008	23	1,321	1,344
3009	713	16	729
3010	668	24	692
3011	872	7	879
3012	1,119	28	1,147
3013	964	3	967
3014	901	5	906
3015	1,150	4	1,154
3016	588	18	606
3017	1,187	131	1,318
3018	1,023	151	1,174
3019	892	37	929
3020	895	11	906
3021	789	0	789
3022	833	24	857
3023	1,006	241	1,247
3024	759	110	869
3025	783	145	928
3026	569	71	640
	21,688	2,509	24,197

PRECINCT 1: PT SECS 31 THRU 33-24-2E - BEG SW COR NW SEC 31-24-1E, N TO HOVEY RD, E TO MAIN ST, S TO DIVISION ST, W TO C.M. & W. RR, NE TO INT C.M. & W. RR & N LN ADELAIDE STREET SUB EXT'D E, W TO NE COR ADELAIDE STREET SUB, SW TO E LN ADELAIDE ST, S TO DIVISION ST, W TO W LN LT 3 WARRINER'S SUB, S TO S LN WARRINGER'S SUB, W TO COTTAGE AVE, N TO NE COR COTTAGE AVE SUB, W TO NW COR PARK PLACE ON THE CREEK 2, S TO S LN NORMAL INDUSTRIAL PARK SUB, W TO NW LN PARK PLACE ON THE CREEK, SE ALG NE LN M.K. LAND TRUST SUB, SW ALG NW LN MATHIS-KELLEY SUB TO W LN NW SEC 32-24-2E, S TO SE COR NE SEC 31, W TO A PT 114.74'W SE COR W1/2 NE, NW291.96', SE TO E LN HWY, W TO W LN MAPLE HILL RD, N TO N LN W1/2 SE SEC 31, W TO E LN BLOOMINGTON HEIGHTS RD EXT'D N, S TO ENTERPRISE DR, W TO VAC BLOOMINGTON HEIGHTS RD, S TO MAPLE HILL RD, SW TO N LN SOHN'S MAPLE HILL SUB, W TO W LN LT 8 SUB OF W1/2 SEC 31, N TO S LN ENTERPRISE DR, W TO SE COR LT 4 SUB OF W1/2 SEC 31-24-2E, N TO N LN W1/2 SW SD SEC 31, W TO POB

PRECINCT 2: PT SECS 28 & 33-24-2E - BEG INT DIVISION AVE & MAIN ST, N TO C.M. & W. RR, NE ALG SD RR TO BROADWAY AVE, E ALG PHOENIX AVE TO N/S FORM RR ROW, S TO S LN KNECHTS ADD EXT'N W, W TO POB

PRECINCT 3: PT SECS 33 & 34-24-2E - BEG INT S LN KNECHTS ADD EXT'D W & N/S FORM RR, E TO SE COR MAPLE WOOD HEIGHTS ADD, N TO JERSEY ST, W TO GRANDVIEW DR, N TO N LN SEC 34, W TO N/S FORM RR ROW, S TO POB

PRECINCT 4: PT SECS 34 & 35-24-2E - BEG NE COR TUTTLE & WATSON SUB, E TO TOWANDA RD, NE TO VERNON AVE, W TO INT VERNON AVE & E/W FORM RR ROW, W ALG E/W FORM RR ROW TO GRANDVIEW DR, S TO JERSEY ST, E TO POB

PRECINCT 5: PT SECS 27 & 28-24-2E - BEG INT COLLEGE AV & VETERAN'S PKWY, W TO ORR DR, S ALG ORR DR TO BAUGH DR, SW TO VERNON AVE, SE TO E/W FORM RR ROW, E ALG VERNON AVE TO VETERAN'S PKWY, N TO POB

PRECINCT 6: PT SEC 27-24-2E - BEG INT COLLEGE AVE & GRANDVIEW DR, E TO ORR DR, S ALG ORR DR TO BAUGH DR, SW TO VERNON AVE, SE TO E/W FORM RR ROW, W TO GRANDVIEW DR, N ALG GRANDVIEW DR TO POB

PRECINCT 7: PT SECS 27 & 28-24-2E - BEG INT COLLEGE AVE & GRANDVIEW DR, E TO BLAIR DR, NW ALG BLAIR DR TO FORT JESSE RD, SW TO C.M. & W. RR, SW TO N/S FORM RR ROW, S TO VERNON AV, E TO GRANDVIEW DR, N ALG GRANDVIEW DR TO POB

PRECINCT 8: PT SEC 28-24-2E - BEG INT ADELAIDE ST & GREGORY ST, S TO COLLEGE AVE, E ALG COLLEGE AVE TO MAIN ST, S TO DALE ST., E TO UNIVERSITY ST, S TO C.M. & W. RR, NE TO FELL AVE, N TO MULBERRY ST, W TO SCHOOL ST, N TO LOCUST ST, W TO MAIN ST (A.K.A. U.S. 51), N TO GREGORY ST, W ALG GREGORY ST TO POB

PRECINCT 9: PT SECS 28 & 29-24-2E - BEG INT ADELAIDE ST & COLLEGE ST, E ALG COLLEGE ST TO MAIN ST, S TO DALE ST, E TO UNIVERSITY ST, S TO C.M. & W. RR, SW TO MAIN ST, N TO HOVEY ST, W TO GROVE ST, N TO NW COR STRATFORD EST SUB, E ALG N LN STRATFORD EST SUB EXTD TO ADELAIDE ST, N TO POB

PRECINCT 10: PT E1/2 SEC 29-24-2E - BEG INT GREGORY ST & GROVE ST, S TO NW CNR STRATFORD EST SUB, E ALG N LN STRATFORD EST SUB EXTD TO ADELAIDE ST, N TO GREGORY ST, W TO POB

PRECINCT 11: PT E1/2 SEC 29-24-2E - BEG INT GREGORY ST & COTTAGE AVE, E TO GROVE ST, S TO HOVEY ST, W TO COTTAGE AVE, N TO POB

PRECINCT 12: PT W1/2 SEC 29 & PT S1/2 SEC 30-24-2E - BEG INT WHITE OAK RD & COLLEGE AVE, E TO COTTAGE AVE, S TO HOVEY ST, W TO W LN SEC 30-24-2E, N TO COLLEGE AVE, NE ALG COLLEGE AVE TO POB

PRECINCT 13: PT W1/2 SEC 29 & PT SEC 30-24-2E - BEG NW COR SEC 30, S TO COLLEGE AVE, NW ALG COLLEGE AVE TO WHITE OAK RD, E ALG COLLEGE AV TO COTTAGE AVE, N TO GREGORY ST, W TO POB

PRECINCT 14: PT SEC 21 & PT SEC 28-24-2E - BEG INT LOCUST ST & MAIN ST., N TO GREGORY ST, E TO FELL AVE, S TO SL NORWOOD ADD, E TO N/S FORM RR ROW, S TO PHOENIX AVE, W TO BROADWAY AVE, N TO C.M. & W. RR, SW TO FELL AVE, N TO MULBERRY ST, W TO SCHOOL ST, N TO LOCUST ST, W TO POB

PRECINCT 15: PT SECS 21, 22 27 & 28-24-2E - BEG INT BEECH ST & C.M. & W. RR, N TO SHELBOURNE DR, W TO N/S FORM RR ROW, S TO C.M. & W. RR, NE TO POB

PRECINCT 16: PT SECS 22 & 23-24-2E - BEG INT SHELBOURNE DR & TOWANDA AVE, S ALG TOWANDA AVE TO C.M. & W. RR, SW TO BEECH ST, N TO SHELBOURNE DR, E TO POB

PRECINCT 17: PT SECS 22, 23, 26 & 27-24-2E – BEG INT VETERAN’S PKWY & C.M. & W. RR, S TO COLLEGE AV, W TO BLAIR DR, NW TO FORT JESSE RD, SW TO WILLOW ST, NW TO C.M. & W. RR, NE TO POB

PRECINCT 18: PT SECS 13, 23, 24, 25 & 26-24-2E – BEG INT VETERAN’S PKWY & C.M. & W. RR, NE TO E LN SEC 13, S TO FORT JESSE RD W TO HERSHEY RD SE TO COLLEGE AVE, W TO VETERAN’S PKWY, N TO POB

PRECINCT 19: PT SEC 22-24-2E – BEG INT TOWANDA AVE & SHELBOURNE DR, W TO BEECH ST, NE ALG BEECH ST TO RAAB RD, E ALG RAAB RD TO TOWANDA AV, S TO POB

PRECINCT 20: PT SECS 15, 16, 21 & 22-24-2E – BEG AT INT OF SHELBOURNE DR AND N/S FORM RR ROW, N TO I-55, E TO NE COR PHEASANT RIDGE SUB 6TH ADD, S TO RAAB RD, W TO BEECH ST, S ALG BEECH ST TO SHELBOURNE DR, W TO POB

PRECINCT 21: PT SEC 21-24-2E – BEG INT RAAB RD & MAIN ST, E TO E LN BUNKER HILL NORTH SUB, S TO SHELBOURNE DR, SW TO SCHOOL ST, N TO ORLANDO AVE, W TO MAIN ST, N TO POB

PRECINCT 22: PT SEC 21-24-2E – BEG INT ORLANDO AVE & MAIN ST, E TO SCHOOL ST, S TO SHELBOURNE DR, NE TO N/S FORM RR ROW, S TO S LN NORWOOD ADD, W TO FELL AVE, N TO GREGORY ST, W ALG GREGORY ST TO MAIN ST, N TO POB

PRECINCT 23: PT SECS 4,9,16, 21,28 & ALL SECS 5 THRU 8, 17 THRU 20-24-2E DESC AS FOLLS: BEG SW COR SEC 19, E ALG GREGORY ST TO MAIN ST, N TO C.H. 39, W TO NW COR SEC 6, S TO POB

PRECINCT 24: PT SECS 4, 9, 16 & 21-24-2E – BEG NE COR SEC 4, S ALG LINDEN ST TO I-55, W TO N/S FORM RR ROW, S TO RAAB RD, W TO MAIN ST, NE ALG MAIN ST (A.K.A. US-51) TO C.H. 39, E TO POB

PRECINCT 25: PT SECS 15, 16 & 22 & ALL SECS 3 & 10-24-2E DESC AS FOLLS: BEG NW COR SEC 3, S ALG LINDEN ST TO I-55, E TO NE COR PHESANT RIDGE SUB 6TH ADD, S TO RAAB RD, E TO TOWANDA AVE, N TO NE CORSEC 3, W TO POB

PRECINCT 26: PT SECS 13, 14 & 23 & ALL SECS 1, 2, 11 & 12-24-2E DESC AS FOLLS: BEG NE COR SEC 1, S TO C.M. & W. RR, SW TO TOWANDA AVE, NW TO W LN SEC 23, N TO C.H. 39, E TO POB



Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309)888-5450

Memorandum

To: Honorable Members McLean County Board Finance Committee

From: Robert J. Keller, Director

Re: Budget and FTE Amendments

Date: May 28, 2003

Please find attached two budget amendments and an FTE amendment for Health Department grant programs. Below is a description of each of the amendments:

Women, Infants, and Children Nutrition Program (WIC) Fund 0103

The McLean County Health Department received notice from the Illinois Department of Human Services that its grant award had been increased approximately \$31,000 on an annual basis effective April 1, 2003 with approximately \$23,000 of that total being applied for the remainder of County budget year 2003. The additional award was based upon a combination of serving an increased caseload and meeting or exceeding targeted performance indicators such as percentage of children fully immunized, breastfeeding initiation, children receiving regular health examinations, participants enrolled in the family case management program, and others. The additional funding will be utilized to add a .60 FTE nutritionist to assist in providing more comprehensive nutrition education and purchase educational materials and supplies.

West Nile Virus Mosquito Testing Grant Fund 0107

The McLean County Health Department was selected by the Illinois Department of Public Health as one of ten counties to conduct surveillance for the presence of West Nile virus within *Culex* mosquitoes. The grant calls for the purchase of six VecTest gravid traps along with laboratory supplies. The testing process will call for placing 6 VecTest traps in three pre-selected strategic locations within Bloomington-Normal. Each trap will be primed and mosquitoes collected twice per week. The department will then test each mosquito pool to determine the presence of West Nile virus. Mosquito testing is not in lieu of early surveillance of crows and jays. Positive test results within bird samples provide evidence of the presence of WNV within the host population and usually precede the first human case by 8 to 12 weeks. The presence of WNV in mosquito pools signals the presence of the virus within the vector and precedes the first human case by 3 to 4 weeks. This will help provide the community with a more precise sentinel of the probability of transmission of the disease to humans and will help reinforce prevention messages. In addition to testing materials, the grant will cover a portion of time spent of an environmental health intern to carry out the program. There is no accompanying FTE resolution amendment since the position already exists within Fund 0112. For the purpose of this grant, the intern's time will be charged to Fund 0107 through the payroll system.

FY2003 Budget Amendment for Fund 0107
Narrative

The McLean County Health Department has been notified that it has been awarded a \$10,000 grant to conduct testing of culex mosquitoes for West Nile virus in regions where there has been minimal testing. Implementation of the testing program will allow the McLean County Health Department to quickly obtain surveillance data and thus inform the public about the risk of West Nile virus.

The \$10,000 will be used to support a summer intern who will staff the testing project. In addition it will cover the purchase of the testing units, all necessary supplies for testing, and travel costs associated with collecting the samples.

An Ordinance of the McLean County Board
Amending the 2003 Combined
Appropriation and Budget Ordinance for Fund 0107

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0107 Infectious Disease program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to create revenue line 0407-0083 West Nile Virus Testing Grant - in Fund 0107, Department 0061, Program 0061, and appropriating \$10,000.
2. That the County Auditor is requested to create appropriations in the following line item accounts in Fund 0107, Department 0061, Program 0061, Infectious Disease Program as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0516-0001	Intern	\$ 0	\$ 5,046	\$ 5,046
0599-0003	Social Security Contrib.	\$ 0	\$ 383	\$ 383
0621-0001	Operational Supplies	\$ 0	\$ 2,351	\$ 2,351
0627-0001	Photo Supplies/Film Proc.	\$ 0	\$ 250	\$ 250
0793-0001	Travel	\$ 0	\$ 720	\$ 720
0833-0002	Purchase Computer Equip.	\$ 0	\$ 1,250	\$ 1,250
TOTALS:		\$ 0	\$10,000	\$ 10,000

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this _____ day of _____, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean

Michael F. Sweeney Chairman of the
McLean County Board

FY2003 FTE and Budget Amendment for Fund 0103
Narrative

The McLean County Health Department has been notified by the Illinois Department of Human Services that the WIC Grant has been increased by an annualized amount of \$30,800 of which \$23,000 will apply to the County fiscal year 2003. The increase in the award is based on increased caseload in the WIC program from a base of 1,950 to 2,132 clients.

The additional \$23,000 will be used to hire a .60 FTE Nutritionist for nutrition education programming as a result of the increased caseload. Also included are operational supplies for the new position including a desk, computer, file cabinet, travel/training, and educational materials.

An Ordinance of the McLean County Board
Amending the 2003 Combined
Appropriation and Budget Ordinance for Fund 0103

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0103 Women, Infants, and Children (WIC) program, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0031 WIC Grant - in Fund 0103, Department 0061, Program 0062, and increasing the appropriation by \$23,000 from \$237,700 to \$260,700.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0103, Department 0061, Program 0062, WIC Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0515-0001	Part Time Employees	\$ 0	\$10,876	\$ 10,876
0599-0001	County IMRF Contrib.	\$ 8,401	\$ 510	\$ 8,911
0599-0003	Social Security Contrib.	\$ 13,725	\$ 832	\$ 14,557
0612-0001	Books/Videos/Publications	\$ 200	\$ 1,000	\$ 1,200
0621-0001	Operational Supplies	\$ 2,660	\$ 2,500	\$ 5,160
0718-0001	Schooling & Conferences	\$ 2,000	\$ 500	\$ 2,500
0793-0001	Travel	\$ 1,620	\$ 500	\$ 2,120
0795-0003	Telephone	\$ 7,450	\$ 482	\$ 7,932
0832-0001	Pur. Furnishings/Off Equip	\$ 0	\$ 4,000	\$ 4,000
0833-0002	Purchase Computer Equip.	\$ 1,700	\$ 1,800	\$ 3,500
TOTALS:		\$ 37,756	\$23,000	\$ 60,756

3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this _____ day of _____, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of
the McLean County Board of
the County of McLean

Michael F. Sweeney Chairman of the
McLean County Board

A Resolution Amending the Fiscal Year 2003
McLean County Full-Time Equivalent Position
Resolution Associated with an Ordinance to
Amend the Fiscal Year 2003 McLean County
Combined Appropriation and Budget Ordinance
for Fund 0103.

WHEREAS, the County Board adopted a funded Full-Time Equivalent
Position Resolution on November 19, 2002 which became effective on
January 1, 2003; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time
Equivalent Position Resolution to authorize position changes
associated with additional funding from the Illinois Department of
Human Services for the WIC program based upon increased caseload
form 1950 to 2132;

Therefore, Be it resolved by the McLean County Board, now in
regular session, that the said funded Full-Time Equivalent
Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position Classification	Annual FTE	Months	Now	New
Increase	0103-0061	0062	0515-8041	.60	7.0	.00	.35

This Amendment shall become effective and be in full force
immediately upon adoption.

Adopted by the County Board of McLean County this _____ day of
_____ 2003.

APPROVED

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of McLean County
Board of the County of McLean

adm\budg\03WICFTE

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2003**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 19, 2002 which became effective on January 1, 2003; and,

WHEREAS, the State's Attorney's Office reduced its complement of Legal Assistants II from 4.00 full-time equivalent positions (FTE's) to 3.50 FTE's in its original Fiscal Year 2003 budget request due to the termination of certain state and federal grant programs; and,

WHEREAS, the State's Attorney's Office subsequently applied for and received new state and federal grant sources which necessitate restoring the original FTE level of Legal Assistants II, and which will provide sufficient funding to do so; and,

WHEREAS, the Finance Committee, at its meeting on June 3, 2003, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2003 Fiscal Year; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0020-0019	07	0503.1102 Legal Assistant II	3.50	0.50	4.00

BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney's Office, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 17th day of June, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2003**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 19, 2002 which became effective on January 1, 2003; and,

WHEREAS, the Metro McLean County Centralized Communications Center (MetCom) is required by law to maintain a back-up facility; and,

WHEREAS, the Finance Committee, at its meeting on June 3, 2003, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2003 Fiscal Year; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u> <u>Now</u>	<u>Amend</u>	<u>New</u>
0452-0030-0090	U	0503.3101 Telecommunicator	27.00	1.25	28.25

BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the Metro McLean County Centralized Communications Center, the Emergency Telephone Systems Board, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 17th day of June, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

PREVAILING RATE OF PUBLIC WORKS WAGES FOR McLEAN COUNTY ORDINANCE

WHEREAS, the State of Illinois has enacted "An Act regulating wages of laborers, mechanics and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, being Section 130/0.01 through 130/12, Chapter 820, Illinois Compiled Statutes, 1992; and

WHEREAS, the aforesaid Act requires that the County of McLean investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workmen in the locality of said McLean County employed in performing construction of public works for said McLean County; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

16.01 To the extent as required by "An Act regulating wages of laborers, mechanics, and other workmen employed in any public works by the State, county, city or any public body or any political subdivision or by any one under contract for public works," approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workmen engaged in the construction of public works coming under the jurisdiction of the County of McLean, to the best of our knowledge and represented by the Illinois Department of Labor, is hereby ascertained to be the same as the prevailing rate of wages for construction work in McLean County areas as determined by the Department of Labor of the State of Illinois as of June 1, 2003, a copy of that determination being attached hereto and incorporated herein by reference. As required by said Act, any and all revisions of the prevailing rate of wages by the Department of Labor of the State of Illinois shall supersede the Department's June determination and apply to any and all public works construction undertaken by the County of McLean. The definition of any terms appearing in this Ordinance which are also used in aforesaid Act shall be the same as in said Act.

16.02 Nothing herein contained shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works construction of this County to the extent required by the aforesaid Act.

16.03 The County Clerk shall publicly post or keep available for inspection by any interested party in the County Clerk's Office of this County (Room 704, Law and Justice Center) this determination of such prevailing rate of wage. A copy of this determination or of the current revised determination of prevailing rate of wages then in effect shall be attached to all contract specifications.

16.04 The County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file names and addresses, requesting copies of any determination stating the particular rates and the particular class of workmen whose wages will be affected by such rates.

The County Clerk shall promptly file a certified copy of this Ordinance with both the Secretary of State and the Department of Labor of the State of Illinois. The County Clerk shall cause to be published in a newspaper of general circulation within the area a copy of this Ordinance, and such publication shall constitute notice that the determination is effective and that this is the determination of the public body.

ADOPTED by the County Board of McLean County, Illinois, this 17th day of June, 2003.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the County Board
of McLean County, Illinois

McLean County Prevailing Wage for June 2003

Trade Name	RG	TYP	C	Base	FRMAN	*M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		BLD		22.730	23.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
ASBESTOS ABT-GEN		HWY		22.750	23.200	1.5	1.5	2.0	3.150	5.070	0.000	0.300
ASBESTOS ABT-MEC		BLD		23.300	24.800	1.5	1.5	2.0	3.640	5.520	0.000	0.000
BOILERMAKER		BLD		27.730	30.730	2.0	2.0	2.0	4.050	6.600	0.000	0.150
BRICK MASON		BLD		23.930	25.430	1.5	1.5	2.0	3.750	5.100	0.000	0.260
CARPENTER		BLD		23.700	25.450	1.5	1.5	2.0	5.000	4.650	0.000	0.250
CARPENTER		HWY		24.680	26.430	1.5	1.5	2.0	5.000	4.600	0.000	0.250
CEMENT MASON		ALL		22.060	22.810	1.5	1.5	2.0	3.150	7.350	0.000	0.000
CERAMIC TILE FNSHER		BLD		21.870	0.000	1.5	1.5	2.0	3.400	5.600	0.000	0.260
ELECTRIC PWR EQMT OP		ALL		26.910	30.750	1.5	1.5	2.0	2.750	6.730	0.000	0.000
ELECTRIC PWR GRNDMAN		ALL		18.470	30.750	1.5	1.5	2.0	2.750	4.610	0.000	0.000
ELECTRIC PWR LINEMAN		ALL		28.890	30.750	1.5	1.5	2.0	2.750	7.220	0.000	0.000
ELECTRIC PWR TRK DRV		ALL		19.380	30.750	1.5	1.5	2.0	2.750	4.850	0.000	0.000
ELECTRICIAN		BLD		28.000	30.800	1.5	1.5	2.0	4.150	5.090	0.000	0.420
ELECTRONIC SYS TECH		BLD		18.150	18.650	1.5	1.5	2.0	6.040	0.550	0.000	0.000
ELEVATOR CONSTRUCTOR		BLD		27.795	31.270	2.0	2.0	2.0	5.775	2.880	1.670	0.000
FENCE ERECTOR	E	ALL		22.370	23.870	1.5	1.5	2.0	3.990	5.650	0.000	0.500
GLAZIER		BLD		22.670	23.420	1.5	1.5	2.0	4.150	5.550	0.000	0.300
HT/FROST INSULATOR		BLD		29.800	31.550	1.5	1.5	2.0	5.910	7.560	0.000	0.230
IRON WORKER	E	ALL		23.670	25.170	1.5	1.5	2.0	5.090	5.900	0.000	0.500
IRON WORKER	W	BLD		22.200	23.450	1.5	1.5	2.0	4.740	7.160	0.000	0.320
IRON WORKER	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
LABORER		BLD		21.730	22.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
LABORER		HWY		21.750	22.200	1.5	1.5	2.0	3.150	5.070	0.000	0.300
LABORER, SKILLED		BLD		21.730	22.480	1.5	1.5	2.0	3.150	5.030	0.000	0.300
LABORER, SKILLED		HWY		22.050	22.500	1.5	1.5	2.0	3.150	5.070	0.000	0.300
LATHER		BLD		23.700	25.450	1.5	1.5	2.0	5.000	4.650	0.000	0.250
MACHINERY MOVER	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
MACHINIST		BLD		31.920	33.670	2.0	2.0	2.0	3.200	3.100	2.200	0.000
MARBLE FINISHERS		BLD		21.870	0.000	1.5	1.5	2.0	3.400	5.600	0.000	0.260
MARBLE MASON		BLD		23.410	24.410	1.5	1.5	2.0	3.400	5.600	0.000	0.260
MILLWRIGHT		BLD		25.080	26.830	1.5	1.5	2.0	5.000	3.720	0.000	0.250
MILLWRIGHT		HWY		26.060	27.810	1.5	1.5	2.0	5.000	3.720	0.000	0.250
OPERATING ENGINEER		BLD	1	24.260	25.260	1.5	1.5	2.0	3.750	7.000	0.000	0.600
OPERATING ENGINEER		BLD	2	22.190	25.260	1.5	1.5	2.0	3.750	7.000	0.000	0.600
OPERATING ENGINEER		BLD	3	20.870	25.260	1.5	1.5	2.0	3.750	7.000	0.000	0.600
OPERATING ENGINEER		HWY	1	25.740	25.740	1.5	1.5	2.0	4.000	7.250	0.000	0.650
OPERATING ENGINEER		HWY	2	23.750	25.740	1.5	1.5	2.0	4.000	7.250	0.000	0.650
OPERATING ENGINEER		HWY	3	20.490	25.740	1.5	1.5	2.0	4.000	7.250	0.000	0.650
PAINTER		ALL		24.500	25.500	1.5	1.5	2.0	4.400	3.600	0.000	0.300
PAINTER SIGNS		BLD		25.150	28.240	1.5	1.5	1.5	2.600	2.010	0.000	0.000
PILEDRIIVER		BLD		24.200	25.950	1.5	1.5	2.0	5.000	4.650	0.000	0.250
PILEDRIIVER		HWY		25.180	26.930	1.5	1.5	2.0	5.000	4.600	0.000	0.250
PIPEFITTER		BLD		31.100	33.590	1.5	1.5	2.0	5.300	4.900	0.000	0.950
PLASTERER		BLD		24.800	26.540	2.0	2.0	2.0	0.000	8.200	0.000	0.200
PLUMBER		BLD		31.100	33.590	1.5	1.5	2.0	5.300	4.900	0.000	0.950
ROOFER		BLD		22.250	23.250	1.5	1.5	2.0	3.900	5.900	0.000	0.150
SHEETMETAL WORKER		BLD		24.670	25.900	1.5	1.5	2.0	3.540	6.630	0.000	0.290
SIGN HANGER	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
SPRINKLER FITTER		BLD		29.390	30.890	1.5	1.5	2.0	3.900	4.600	0.000	0.200
STEEL ERECTOR	W	HWY		23.970	25.470	1.5	1.5	2.0	5.440	7.410	0.000	0.320
TELECOM WORKER		ALL		21.900	23.400	1.5	1.5	2.0	3.000	2.650	1.430	0.000
TERRAZZO FINISHER		BLD		21.870	0.000	1.5	1.5	2.0	3.400	5.600	0.000	0.260
TILE MASON		BLD		23.410	24.410	1.5	1.5	2.0	3.400	5.600	0.000	0.260
TRUCK DRIVER		O&C	1	19.132	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		O&C	2	19.452	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER		O&C	3	19.612	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000

TRUCK DRIVER	O&C 4	19.812	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	O&C 5	20.412	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	N ALL 1	27.550	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	N ALL 2	27.700	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	N ALL 3	27.900	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	N ALL 4	28.100	28.100	1.5	1.5	2.0	4.325	3.075	0.000	0.000
TRUCK DRIVER	S ALL 1	23.915	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 2	24.315	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 3	24.515	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 4	24.765	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000
TRUCK DRIVER	S ALL 5	25.515	0.000	1.5	1.5	2.0	5.750	2.500	0.000	0.000

Legend:

M-F>8 (Overtime is required for any hour greater than 8 worked each day, Monday through Friday.)

OSA (Overtime is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

Explanations**MCLEAN COUNTY**

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial/Decoration Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration such as the day after Thanksgiving for Veterans Day. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material from any place in a building, including mechanical systems where those mechanical systems

are to be removed. This includes the removal of asbestos materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installing, assembling and maintaining sound and intercom, protection alarm (security), master antenna television, closed circuit television, computer hardware and software programming and installation to the network's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), door monitoring and control, nurse and emergency call programming and installation to the system's outlet and input (EXCLUDING all cabling, power and cable termination work historically performed by wiremen), clock and timing; and the installation and maintenance of transmit and receive antennas, transmitters, receivers, and associated apparatus which operates in conjunction with the above systems. All work associated with these system installations will be included EXCEPT (1) installation of protective metallic conduit, excluding less than ten-foot runs strictly for protection of cable, and (2) 120 volt AC (or higher) power wiring and associated hardware.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator

construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, dismantling, cleaning, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders,

cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.

Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vector trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.

Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.

Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics; Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batchers); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadem; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or

(2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Cranes; Hydro Crane; Shovels; Crane Type Backfiller; Tower Cranes - Mobile & Crawler & Stationary; Derricks & Hoists (3 Drum); Draglines; Drott Yumbo & similar types considered as Cranes; Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Multiple Unit Earth Movers; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and similar types; Side Booms; Starting Engineer on Pipeline; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with dozer, hoe or endloader attachments); F.W.D. and Similar types; Blaw Knox Spreader and Similar types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - screw type pumps and gypsum (operator will clean); Formless Finishing Machines; Flaherty Spreader or similar types; Screed Man on Laydown Machine; Vermeer Concrete Saw.

Class 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; P-H One Pass Soil Cement Machines and similar types; Wheel Tractors (Industry or farm type - other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or other attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and similar types; Pugmill with pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Boring Machine; Hydro-Boom; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (track-type) without Power Units Pulling Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (all similar types self-propelled); Mechanical Bull Floats; Self-propelled Concrete Saws; Mixers-over three (3) bags to 27E; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screed; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional boring machine; Horizontal directional drill.

Class 3. Straight framed articulating end dump vehicles and Truck mounted vac unit (separately powered); Trac Air Machine (without attachments); Herman Nelson Heater, Dravo Warner, Silent Glo & similar types; Rollers - five ton and under on earth and gravel; Form Graders; Pumps; Light Plant; Generator; Air Compressor (1) or (2); Conveyor; Welding Machine; Mixer - 3 bags and under; Bulk Cement Plant; Oilers.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the

classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 618/993-7271 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

LEASE

THIS AGREEMENT is made by and between the PUBLIC BUILDING COMMISSION OF McLEAN COUNTY, ILLINOIS, a Municipal Corporation of the State of Illinois (the "Commission"), as Lessor, and the COUNTY OF McLEAN, a body politic and corporate of the State of Illinois (the "County"), as Lessee.

WITNESSETH

WHEREAS, the Commission has been duly organized under the provisions of the PUBLIC BUILDING COMMISSION ACT of the State of Illinois, as amended (the "Act"), for the reason that an urgent need exists for modern public improvements, buildings and facilities within the limits of the County seat of McLean County (the "County") for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens and the operation and maintenance thereof; and

WHEREAS, the Commission by proper resolution adopted on the 5th day of March, 1996 did select, locate and designate the area legally described below, lying wholly within the territorial limits of the City of Bloomington, as a site (the "SITE") to be acquired by the Commission from First of America Bank - Illinois, N.A. for the purpose of leasing the Site with the improved building thereon to the County for use by it in carrying out certain of its essential governmental functions; and

WHEREAS, the Site was also duly approved by three-fourths vote of the members of the City Council of the City of Bloomington, being the County seat of the County, by action taken by said City Council on the 12th day of February, 1996, and was also approved by a majority of the members of the County Board of the County by action taken on the 19th day of March, 1996; and

WHEREAS, the Site so selected and designated is more particularly described as follows:

Tract No. 1

Units A, A-1, C and E in the Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois

Tract No. 2

Units D-1, D-2 and D-3 in The Hundman Office Building Condominium in the City of Bloomington, together with its undivided percentage interest in the ownership of the common elements. The Original Declaration of Condominium Ownership to The Hundman Office Building Condominium recorded August 17, 1978, as Document No. 78-12183; the First Amendment to Declaration of Condominium Ownership recorded February 6, 1979, as Document No. 79-1273; the Second Amendment to Declaration of Condominium Ownership of The Hundman Office Building Condominium made by Richard H. Hundman recorded December 28, 1979, as Document No. 79-16643, in McLean County, Illinois

Tract No. 3

Unit B in The Hundman Office Building Condominium in the City of Bloomington together with its undivided percentage interest in the ownership of the common elements. The Declaration of Condominium Ownership made by Richard H. Hundman, recorded August 17, 1978, as Document No. 78-12183, in McLean County, Illinois.

WHEREAS, the Commission has acquired fee simple title to the Site which is improved with a five story office building currently occupied by certain tenants who presently pay rent to the County.

NOW, THEREFORE, in consideration of the rents reserved hereunder and the provisions and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

SECTION I - RENT AND IMPROVEMENTS

A. In consideration of the sum of Three Hundred Fifty Thousand Dollars (\$350,000) to be paid by the County in ten annual installments of \$35,000 on January 1 each year beginning January 1, 2004 through and including January 1, 2013 and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the respective parties, the

Commission does hereby lease and demise to the County and the County hereby leases from the Commission for a term of ten years (10) commencing July 1, 2003 and ending on June 30, 2013 the Site and the building located thereon with all improvements thereon.

B. The County agrees to enter into a contract with P. J. Hoerr, Inc. to repair and replace the Drivet on the exterior of the building and the Commission agrees to pay up to \$350,000 of that project cost upon written request from the County. The County shall have full responsibility for supervision of the job and the Commission shall have no responsibility for any part of the job other than payment of the \$350,000 upon the work being performed and the County requesting payment.

SECTION II - OPERATION AND MAINTENANCE OF THE SITE

AND BUILDING AND IMPROVEMENTS THEREON

A. The County shall be solely responsible for the maintenance, operations, upkeep and safekeeping of the entire demised premises, including parking lots, utilities, driveways, fences, sidewalks, roads and landscaping, and shall undertake the cost of such maintenance, operation, upkeep and safekeeping, all at its expense and without right of reimbursement from the Commission except as set forth in paragraph B of Section I. The cost of operation and maintenance shall be deemed to include, but not to the exclusion of other items not herein specified, lights, water, electricity, heat, air conditioning, elevators, janitor, caretaking and custodial services, and repairs to the interior or exterior, whether structural or nonstructural. Notwithstanding the foregoing provisions of this paragraph, the Commission may, in its sole discretion, use any surplus funds to assist the County in performing its operation and maintenance functions.

B. The County shall, each year during the term of this Lease include in its annual budget, and thereafter make provision for all amounts necessary for the payment of all expenses incident to the

preservation, care, maintenance and operation of said demised premises and necessary to preserve, protect and safeguard said demised premises so that the same will continue to adequately serve the uses for which it is intended; or in the alternative, the County shall make those arrangements as are necessary and legally permitted to provide the funds as may be necessary to comply with the requirements of Paragraph "A" of this Section II, including, but not limited to entering into a contract with the Commission whereby the Commission shall undertake all operation and maintenance of the demised premises and the County shall pay the Commission therefor.

C. The Commission shall have access into, through and upon the demised premises, at any and all reasonable times, for the purpose of inspecting the demised premises, such inspection to be pursuant to reasonable notice and to be made at reasonable times so as to minimize any interference with the operation of County business in its use of the demised premises.

SECTION III - USE OF BUILDING

A. The Commission shall incur no expense whenever any tenant moves into or out of the demised premises.

B. The County shall direct and supervise the operation of any tenant moving into or out of the demised premises and shall be responsible for all security and maintenance of the demised premises at all times during the lease term. All matters concerning the means, time, days and hours of access to the demised premises by the public and by officers, employees and agents of the County and the delivery to the County in the demised premises of all supplies, equipment, materials or the like, shall, during the term of this Lease, be subject to such reasonable rules and regulations concerning the same as shall be established by the County.

C. The County may install in the space occupied by it in accordance with the terms of this

Lease, such portable equipment, fixtures or furniture as it may desire, but shall not make any alterations or additions, other than partitions and non-load-bearing walls, to the public building which constitutes a part of the demised premises without the written consent of the Commission.

The County shall not place a load upon any floor of the public building which constitutes part of the demised premises exceeding the floor load per square foot area which such floor was designed to carry. The Commission reserves the right to prescribe safe floor loading regulations with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

D. The County covenants and agrees that it will not permit the use of the demised premises in any manner that will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules, or regulations, or ordinances or resolutions of the City of Bloomington, Illinois, or of the County, now or hereafter in force and applicable thereto. The County further covenants and agrees that it will promptly make any and all changes and alterations in and about the demised premises which, during the term of this Lease, may be required to be made at any time by reason of the ordinances of the City of Bloomington, Illinois, resolutions of the County, or State or Federal laws, and will save the Commission harmless and free from any and all costs or damage in respect thereto. If the County shall fail to make said changes and alterations, the Commission may enter upon the demised premises and undertake to make such changes and alterations and the County agrees to promptly reimburse the Commission therefor.

E. The Commission acknowledges that there are sub-tenants of the County presently occupying the leased premises and that the County will continue to sublease all or any part of the space leased by it; however, the County will only sublease if it is permitted to do so by law.

F. The County is leasing the Site and improvements and taking possession thereof in their "as is condition." At no time during the term of this Lease shall the Commission have any liability to or responsibility for any condition existing on the site or in the building located thereon.

SECTION IV - INSURANCE AND INDEMNIFICATION

A. The County shall keep the improvements on the demised premises insured against loss or damage by fire and wind storm with extended coverage endorsement in any amount not less than 80% of the full insurable value as determined from time to time. The term "full insurable value" means actual replacement cost (exclusive of the cost of excavation, foundations and footings below the basement floor) without deduction for any physical depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in the State of Illinois and shall name the Commission, as owner of the building, as an additional insured. For purposes of this paragraph, the final insurable value shall, if the Commission determines, be calculated by an independent appraiser or appraisal company employed by the Commission and the County for such purpose. Any and all of such policies of insurance shall contain a waiver by the insurer of the right of subrogation against the Commission and the County and the members of their respective governing bodies, board members, officers, agents and employees.

B. The County shall carry or cause to be carried general public liability insurance of at least Two Million Dollars (\$2,000,000) against loss on account of bodily injury, death or property damage occurring in, on or about the properties included in the demised premises or any elevator therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking area which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the structure or Site

constituting the demised premises or resulting from any act of omission or commission on the part of the Commission, its agents, officers and employees, in connection with the maintenance, operation, use and repair of such demised premises.

C. The Commission will not carry insurance of any kind on any furniture or furnishings or any fixtures, equipment or improvements or appurtenances located on the demised premises and shall not be obligated to repair any damage thereto resulting from fire or other casualty. The Commission shall be named as an additional insured on such general public liability policy.

D. The County further covenants and agrees that it shall save the Commission harmless and indemnified at all times against any loss, costs, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or nonuse of said premises, or by reason of any act or thing done or not done on, in or about said demised premises or in relation thereto, attributable to the use and occupancy of the demised premises by the County, its agents, servants, lessees, or employees.

SECTION V - MISCELLANEOUS

A. This Lease shall insure to the benefit and be binding upon the respective parties hereto, their successors and assigns, as their interests may appear.

B. Any notice or any demand required or permitted by this Lease shall be served in the following manner:

1. By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is being served, or to the Clerk of the County or to the Chairman of the County Board of the County of McLean if the County is being served; or
2. By depositing a duly executed copy thereof in the United States Mail, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission,

or to the Clerk of the County or to the Chairman of the County Board of the County or his successor, as the case may be.

Service for such mailing shall be deemed sufficient if addressed to the Commission, or the County, as the case may be, at such address as the Commission or the County may have last furnished the other in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed as the case may be, as follows:

Public Building Commission of McLean County, Illinois, c/o County Administrator of McLean County, Law and Justice Center, Room 701, Bloomington, Illinois.

Chairman of the County Board of McLean County, c/o County Administrator of McLean County, Law and Justice Center, Room 701, Bloomington, Illinois.

C. In the event any covenant, phrase, clause, paragraph, section, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition or provision herein contained.

D. This Lease and the rights of the County hereunder are subject to the rights of the tenants in possession of the premises.

E. This Lease has been executed in several counterparts, any of which shall be considered as an original.

IN WITNESS WHEREOF, the Public Building Commission of McLean County, Illinois, by its Board of Commissioners, has caused its corporate seal to be affixed hereto and this Lease to be signed by its Chairman and attested by its Secretary, and the County of McLean by authority of its County Board, has caused its corporate seal to be affixed hereto and this Lease to be signed in its name by the Chairman of the County Board and to be attested by the Clerk of the County, on the

dates of the respective acknowledgements attached hereto.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:

Secretary

Date

Vice Chairman

Date

(AFFIX CORPORATE SEAL)

THE COUNTY OF MCLEAN ILLINOIS

ATTEST:

County Clerk of McLean
County, Illinois

Date

Chairman, County Board
of McLean County, Illinois

Date

CERTIFICATE

The undersigned, being the Chairman of the County Board of the County of McLean, Illinois, and the Clerk of the County Board of the County of McLean, Illinois, do each hereby certify that the foregoing Lease to which this Certificate is attached is a true and correct copy of the Lease which was approved and whose execution was authorized by the County Board of the County of McLean, Illinois, at its regular monthly meeting held in Bloomington, Illinois, _____ 2003.

This Certificate is executed this _____ 2003.

Chairman

County Clerk